

Fill in this information to identify the case:

Debtor 1	John Paul Yonai
Debtor 2	Judi Ann Yonai (Spouse, if filing)
United States Bankruptcy Court for the: <u>Middle District of North Carolina</u> (State)	
Case number <u>19-10448</u>	



Official Form 427

Cover Sheet for Reaffirmation Agreement

12/15

Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

Part 1: Explain the Repayment Terms of the Reaffirmation Agreement

1. Who is the creditor?	Ally Bank Name of the creditor																						
2. How much is the debt?	On the date that the bankruptcy case is filed <u>\$27,428.38</u> To be paid under the reaffirmation agreement <u>\$27,498.55</u> <u>\$456.05</u> per month for <u>1</u> months (if fixed interest rate) <u>\$465.21</u> per month for <u>76</u> months (if fixed interest rate)																						
3. What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)	Before the bankruptcy case was filed <u>8.49%</u> Under the reaffirmation agreement <u>8.49%</u> <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Adjustable Rate																						
4. Does collateral secure the debt?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Describe the collateral. <u>2019 JEEP CHEROKEE VIN: 1C4PJMCB5KD288917</u> Current market value <u>\$25,495.00</u>																						
5. Does the creditor assert that the debt is nondischargeable?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.																						
<table border="0"> <tr> <td colspan="2">Income and expenses reported on Schedules I and J</td> <td colspan="2">Income and expenses stated on the reaffirmation agreement</td> </tr> <tr> <td>6a. Combined monthly income from line 12 of Schedule I</td> <td><u>\$ 3,523.42</u></td> <td>6e. Monthly income from all sources after payroll deductions</td> <td><u>\$ 3,523.42</u></td> </tr> <tr> <td>6b. Monthly expense from line 22c of Schedule J</td> <td>- <u>\$ 3,520.60</u></td> <td>6f. Monthly expenses</td> <td>- <u>\$ 3,520.60</u></td> </tr> <tr> <td>6c. Monthly payments on all reaffirmed debts not listed on Schedule J</td> <td>- <u>\$ 0.00</u></td> <td>6g. Monthly payments on all reaffirmed debts not included in after payroll deductions</td> <td>- <u>\$ 0.00</u></td> </tr> <tr> <td>6d. Scheduled net monthly income</td> <td><u>\$ 3.42</u></td> <td>6h. Present net monthly income</td> <td><u>\$ 3.42</u></td> </tr> </table> <p>Subtract lines 6b and 6c from 6a.</p> <p>If the total is less than 0, put the number in brackets.</p> <p>Subtract lines 6f and 6g from 6e.</p> <p>If the total is less than 0, put the number in brackets.</p>				Income and expenses reported on Schedules I and J		Income and expenses stated on the reaffirmation agreement		6a. Combined monthly income from line 12 of Schedule I	<u>\$ 3,523.42</u>	6e. Monthly income from all sources after payroll deductions	<u>\$ 3,523.42</u>	6b. Monthly expense from line 22c of Schedule J	- <u>\$ 3,520.60</u>	6f. Monthly expenses	- <u>\$ 3,520.60</u>	6c. Monthly payments on all reaffirmed debts not listed on Schedule J	- <u>\$ 0.00</u>	6g. Monthly payments on all reaffirmed debts not included in after payroll deductions	- <u>\$ 0.00</u>	6d. Scheduled net monthly income	<u>\$ 3.42</u>	6h. Present net monthly income	<u>\$ 3.42</u>
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Debtor 1 John Paul Yonai
 First Name Middle Name Last Name

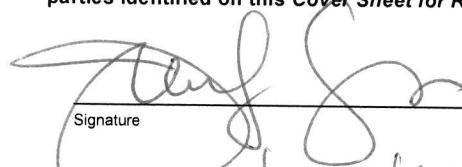
Case Number (if known) 19-10448

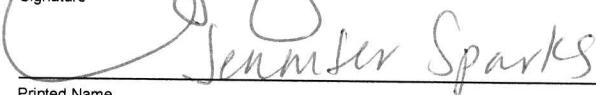
7. Are the income amounts on the lines 6a and 6e different?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Explain why they are different and complete line 10. _____
8. Are the expense amounts on line 6b and 6f different?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Explain why they are different and complete line 10. _____
9. Is the net monthly income in line 6h less than 0?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. A presumption of hardship arises (unless creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10.
10. Debtor's certification about lines 7-9	I certify that each explanation on lines 7-9 is true and correct. If any answer on line 7-9 is Yes, the debtor must sign here. If all the answers on lines 7-9 are No, go to line 11.
	Signature of Debtor 1 _____ Signature of Debtor 2 (Spouse Only in a Joint Case) _____
11. Did an attorney represent the debtor in negotiating the reaffirmation agreement?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

Part 2: **Sign Here**

Whoever fills out this form must sign here.

I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this *Cover Sheet for Reaffirmation Agreement*.


 Signature _____


 Printed Name _____

Date 06/10/19
 MM / DD / YYYY

Check one:

Debtor or Debtor's Attorney
 Creditor or Creditor's Attorney

Form 2400A (12/15)

Check one.

Presumption of Undue Hardship
 No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT
Middle District of North Carolina

In re John Paul Yonai and Judi Ann Yonai,
Debtor(s)

Case No. 19-10448

Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: Ally Bank

Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Auto – Contract

For example, auto loan

B. **AMOUNT REAFFIRMED:** \$27,498.55

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before 05/06/2019, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 8.49%.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) Fixed rate Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

D. Reaffirmation Agreement Repayment Terms:

1 payment of \$456.05 due on June 10, 2019.
 76 regular monthly payments of \$465.21 starting on July 10, 2019.

Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

E. Describe the collateral, if any, securing the debt:

Description: 2019 JEEP CHEROKEE VIN: 1C4PJMCB5KD288917
 Current Market Value: \$25,495.00

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

Yes. What was the purchase price for the collateral? \$29,385.22
 No. What was the amount of the original loan? \$ _____

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (<i>including fees and costs</i>)	<u>\$27,428.38</u>	<u>\$27,498.55</u>
Annual Percentage Rate	<u>8.49%</u>	<u>8.49%</u>
Monthly Payment	<u>\$465.21</u>	<u>\$465.21</u>

H. Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit: _____**PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT**A. Were you represented by an attorney during the course of negotiating this agreement?
 Check one. Yes NoB. Is the creditor a credit union?
 Check one. Yes No

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions (take-home pay plus any other income)	\$ <u>3,523.42</u>
b. Monthly expenses (including all reaffirmed debts except this one)	\$ <u>3,054.79</u>
c. Amount available to pay this reaffirmed debt (subtract b. from a.)	\$ <u>468.63</u>
d. Amount of monthly payment required for this reaffirmed debt	\$ <u>465.21</u>

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

- You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.
- You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

- You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

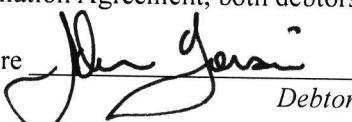
I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this reaffirmation agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 5-28-19

Signature



John Yonai
Debtor

Date _____

Signature

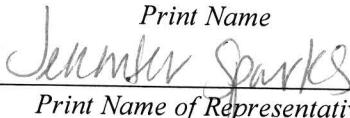
Joint Debtor, if any

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor

Ally Bank

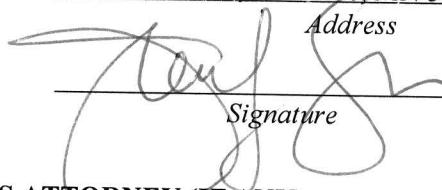
Print Name



Jennifer Sparks
Print Name of Representative

PO Box 130424, Roseville, MN 55113-0004

Address



06.10.19

Date

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date: 6/7/19 Signature of Debtor's Attorney Sherri Hamlett

Print Name of Debtor's Attorney SHERRI HAMLETT

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A “lien” is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
- 5. Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

6. When will this Reaffirmation Agreement be effective?

- a. **If you *were* represented by an attorney during the negotiation of your Reaffirmation Agreement and**
 - i. **if the creditor is not a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.
 - ii. **if the creditor is a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court.
- b. **If you *were not* represented by an attorney during the negotiation of your Reaffirmation Agreement**, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

7. **What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor “may” do, it is not giving any creditor permission to do anything. The word “may” is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor’s Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor’s Attorney section (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 427).
5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled “Motion for Court Approval of Reaffirmation Agreement” unless your reaffirmation agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form 2400B to do this.*

C. DEFINITIONS

1. **“Amount Reaffirmed”** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
- 2 **“Annual Percentage Rate”** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the “stated interest rate”) tells you the full cost of your credit including many of the creditor’s fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
- 3 **“Credit Union”** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like “Credit Union” or initials like “C.U.” or “F.C.U.” in its name.

• ELT*NC

Title # : 048518303226P
Issue Date : 11/27/2018

Title Type :
Lic/Tag/Control # :

VIN: 1C4PJMCB5KD288917
Vehicle Info: 2019 JEEP
Brand code:
Odometer Reading: 00000000
Date: 00/00/0000
Status:

Owner information

Owner Information: JOHN PAUL YONAI JR
Co-Owner:
Third Owner:
Owner Address: 1131 KENROSS DR

BURLINGTON, NC 272158568

Lienholder information

Lienholder: ALLY BANK
PO BOX 8140

COCKEYSVILLE, MD 210308140

2nd Lienholder Name:

ELT Sent Date: 11/27/2018
Lien Type: P
Owner Driver License #:

PDP Doc Ref: 50000105048 / 00233 05/21/2019 11:05:27

Debt # 151891 Block #7883		
Buyer Name and Address (Including County and Zip Code) JOHN PAUL YOUNG 1005 TEEPEE RD ALBEMARLE, NC 27215-8588		
Co-Buyer Name and Address (Including County and Zip Code) N.A.		
Seller/Creditor (Name and Address) MILLENNIUM AUTOMOTIVE GROUP, INC. 15TH FLOOR, HILL BLVD DURHAM, NC 27707		

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement and terms set out in this contract. You agree to pay the Seller the amount of the principal and finance charge in U.S. dollars according to the payment schedule below. We will figure your finance charge on a daily basis. The Then-In-Lending Disclosure below are part of this contract.

New/Used	Year	Make	Model	Vehicle Identification Number	Primary Use For Which Purchased Personal, family or household unless otherwise indicated below
NEW	2019	JEEP	CHEROKEE	1C4PJWCB5K0288017	<input type="checkbox"/> Business <input type="checkbox"/> Agricultural <input type="checkbox"/> N.A.

FEDERAL TRUTH-IN-LENING DISCLOSURES					
Annual Percentage Rate The cost of your credit as a yearly rate.	Payment Change The other amount the credit will cost you.	Amount Financed The amount of credit purchased to you or on your behalf.	Total of Payments The total amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase including your down payment and any other amounts.	
6.49%	\$ 692.42	\$ 39385.33	\$ 39027.84	\$ 42577.64	

Your Payment Schedule Will Be:

Number of Payments	Amount of Payment	When Payment Is Due
84	\$ 465.21	Monthly beginning NOVEMBER 10TH, 2018
		N.A.

Or As Follows:

N.A.

Last Charge, if payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 10.00.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information. You will receive more information including information about nonpayment, default, any repossession required in full before the scheduled date and security interest.

DESCRIPTION OF AMOUNT FINANCED

I. Cash Price (including 3.87% sales tax) \$ 29982.47

II. Total Disbursement N.A.

Trade-In (Year) (Make) (Model)

Other Trade-In Advances

Less Pay Off Made by Seller

Equals Net Trade In

• Cash

• Other DPA/Consumer Rebates (n)

(If total disbursement is negative, enter "0" and see II below)

III. Unpaid Balance of Cash Price (I minus II) \$ 26432.47

IV. Other Charges Pending Amounts Paid to Cover on Your Behalf

Seller may keep part of these amounts:

A. Cost of Options/Credit Insurance Paid to Insurance Company or Company

• N.A.

• Dealer N.A.

• Vendor's Credit Insurance Paid to Insurance Company

N.A.

• Other Credit Insurance Paid to Insurance Company or Company

N.A.

• Options Cost Covered

585.00

• Options Paid to Government Agencies

N.A.

F. Government Taxes Not Included in Cash Price N.A.

G. Government License and/or Registration Fee

46.75

H. Government Certificate of Title Fee

52.00

I. Other Charges (Enter, if not already who is held and describe purpose)

N.A.

• Prior Credit or Lease Balances

N.A.

• A3T AUTOMOTIVE, SERVICE CONTRACT

1550.00

• N.A.

• N.A.

• N.A.

• MILLENNIAL AUTOMOTIVE HEALTH SERVICES

849.00

• N.A.

• N.A.

• N.A.

• Total Other Charges and Amounts Paid to Others on Your Behalf

23.99, 75

J. Amount Financed (n)

28187.24

OPTION C: You pay no finance charge if the amount financed, Item B, is paid in full on or before N.A.

Year N.A.

Penalty Grace Period You agree to pay a charge of \$ 0.00 if any check you give us is dishonored.

PENALTY GRACE PERIOD A grace period (debit cancellation period) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge if you choose to buy a car prior to the grace period. The charge is shown in Item 40 of the Reservation of Amounts. Please read the following carefully. The amount you will pay for the grace period is the amount you will pay for the grace period if you choose to buy a car prior to the grace period. Credit insurance does not cover any interest in your payment of the number of payments. Coverage for credit up to the grace period is provided by the optional insurance only on the original due date for the grace period unless it is stated otherwise in the insurance to whom below.

I agree the insurance checked above.

N.A.

Buyer Signature _____ Date _____

Co-Buyer Signature _____ Date _____

Buyer Address _____

Co-Buyer Address _____

Buyer Phone _____

Co-Buyer Phone _____

Buyer Email _____

Co-Buyer Email _____

Buyer Social Security _____

Co-Buyer Social Security _____

Buyer Driver's License _____

Co-Buyer Driver's License _____

Buyer State _____

Co-Buyer State _____

Buyer Zip _____

Co-Buyer Zip _____

Buyer City _____

Co-Buyer City _____

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Buyer City _____

Co-Buyer City _____

Buyer County _____

Co-Buyer County _____

Buyer State _____

Co-Buyer State _____

Buyer Street _____

Co-Buyer Street _____

Buyer City _____

Co-Buyer City _____

Buyer County _____

Co-Buyer County _____

Buyer State _____

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IMPORTANT INFORMATION

1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will make payments. We may apply each payment to the amount of principal or the amount of the Finance Charge to the unpaid part of the Amount Financed in any order we choose. You must pay under this contract in an order chosen by us.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sales Price shown on the front of the assumption, that you will make every payment on the day it is due. You will pay interest on the unpaid amount of Payments and Total Sales Price will be more if you make late payments. If we add a Finance Charge, it will be the sum of a larger or smaller amount than our option, more or less, payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid balance of the amount you owe under this contract at any time. If you do so, you must pay the same or a larger part of the Finance Charge and all other amounts due us to the date of your payment.

2. YOUR OTHER PROMISES TO US

- The vehicle is damaged, destroyed, or missing.

• We agree to pay all or part of the cost under this contract even if the vehicle is damaged, destroyed, or missing.

- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, abuse, contamination, or involuntary transfer. If we pay any damage, we may deduct the amount of the damage from the vehicle, we agree to repay the amount when we ask for it.

• Security interests.

- The vehicle and all parts or goods included in it.

• All money or goods received (bounced) for the vehicle.

- All insurance, maintenance, service or other contracts we furnish to you. This includes any refunds of premiums or surcharges from insurance companies. This secures payment of all fees you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) on the vehicle.

• Any other security interest to be placed on the title without our written permission.

You agree to have physical damage insurance to cover damage or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have the insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest, or buy insurance that covers just your interest. If we buy insurance that covers just your interest, we will tell you which type and charge you for that part. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the title of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

What happens to your interest if physical damage insurance, service, or other contract changes. If we obtain a larger or smaller amount of physical damage insurance, service, or other contract changes, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge for each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or late charge that you may keep making late payments. If you pay late, we will add the late charge to the amount you owe.

Your name will be put on a list of late payers (black list) if you break your promises (Violations), we may demand that you pay all you owe on this contract at once. Default means:

- You do not pay any payment on time.

• You give false, incomplete, or misleading information on your application.

• You stop or interrupt your payment of the purchase or one is started against you by your property or you.

• You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

4. WARRANTY AND BELLER DECLARATION

- The Beller makes an express warranty, or written or verbal representation, that 60 days from the date of this contract, the vehicle will be in good working order, and there will be no implied warranties of merchantability or fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- Used Car Buyers Guide. The information you see on the window form for this title is part of a full contract.

Information on the window form is not a summary provision in the agreement itself.

Spanish Translation: Este punto describe el vehículo usado.

La información que se muestra en la etiqueta de la ventanilla es parte del contrato completo.

En la etiqueta de la ventanilla se incluye información adicional sobre el contrato.

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PO Box 130424
Roseville, MN 55113-0004

June 13, 2019

Court of North Carolina
Court Clerk
101 S EDGEWORTH STREET
GREENSBORO, NC 27401

Re: John Paul Yonai and Judi Ann Yonai, Case #: 19-10448
Account No.: XXXXXXXX9603
Vehicle: 2019 JEEP CHEROKEE
VIN: 1C4PJMCB5KD288917

Dear Clerk of Court:

Enclosed please find an original and appropriate number of copies of the following document(s) for filing in the above referenced case:

- Reaffirmation Agreement

Thank you for your anticipated cooperation and please do not hesitate to contact me directly at the number below with any questions.

Sincerely,
J. Sparks
Bankruptcy Agent
Ally Bank
800-495-1578
Fax: 651-367-2005

Enclosure